

EXHIBIT “BB”



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July 26, 2019

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED,
TELECOPIER and E-MAIL - amoszhu@126.com - (312) 332- 8710

Feng Zhu, President
Yuanda USA Corporation
36 W. Randolph Street, Suite 600
Chicago, IL 60601

Re: Whitestone Construction Corp. (Whitestone) Subcontract Agreement
with F.J. Sciamie Construction Company, Inc. (Sciamie) in connection with
City University Construction Fund (the Owner) Project Involving the New York
City College of Technology – New Academic Building (the Project) pursuant to
which Whitestone entered into a Purchase Order with Yuanda USA Corporation
(Yuanda) dated October 24, 2013 (the PO)

Dear Sir:

We are outside general and litigation counsel to Whitestone. I am writing in furtherance of Whitestone's June 24, 2019 letter to you and in response to your letter, dated June 28, 2019, which fails to confirm that Yuanda will proceed as directed by Whitestone, as required pursuant to the October 24, 2013 PO.

Pursuant to the PO, if Whitestone is directed to perform work under protest at its cost and expense while a dispute as to payment is pending, then Yuanda is required to do so as well. As explained in Whitestone's June 24, 2019 letter to Yuanda, Whitestone has reserved its right and therefore, the rights of Yuanda as to payment for what Whitestone and Yuanda both feel is an improper direction to perform the alleged remedial work. Yet, regardless of their mutual feeling in that regard, both Whitestone and Yuanda are required to perform that remedial work albeit under protest.

The only compensation Yuanda will be entitled to receive for the performance of the directed alleged remedial work is any compensation which Whitestone receives as a result of Whitestone and Yuanda's working together to successfully pursue Whitestone's claim against Sciamie and the Owner pursuant to its prime contract, the terms of which were incorporated into the PO. Therefore, Yuanda must immediately provide Whitestone with any plans and/or specifications, shop drawings, etc. required to perform the directed work immediately, along with a schedule for Yuanda's performance of that work in August 2019, albeit, under protest.

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Failure to provide Whitestone with the aforementioned immediately will constitute a material breach of the Whitestone/Yuanda PO. If such occurs, Whitestone will have little choice but to declare Yuanda to be in breach of contract and seek all of its costs and expenses it incurs as a result from Yuanda. Hopefully, that will not be necessary.

Your immediate response is required. Please be guided accordingly.

Very truly yours,

GOETZ FITZPATRICK LLP

By: _____

Donald J. Carbone

DJC:mi

cc: Steven Grzic
Phil Carvelas
Charles Tan - charles_tan@126.com

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